

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: KURT DOUGLAS FRITZ WENDLOLYN M. DOUGLAS Debtors, SERVBANK, SB SERVICER LYNX WHOLE LOAN AQN LLC Movant, v. KURT DOUGLAS FRITZ, and WENDLOLYN M. DOUGLAS, and SCOTT F WATERMAN, Trustee, Respondents.	Bankruptcy No. 25-10081-pmm Chapter 13
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OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN

AND NOW COMES, Movant, Servbank, SB Servicer for TLYNX WHOLE LOAN AQN LLC (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Objection to Confirmation to the Debtor’s Chapter 13 Plan (the “Objection”) filed February 5, 2025, stating as follows:

1. Respondents, Kurt Douglas Fritz and Wendlolyn M. Douglas (the “Debtor”) filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on January 8, 2025 (the “Petition Date”).

2. Scott F. Waterman is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

3. Servbank, SB Servicer for TLYNX WHOLE LOAN AQN LLC, holds a mortgage (the “Mortgage”) on the Debtor’s real property located at 119 Ardmore Avenue, Reading, Pa 19607 (“Property”), recorded in the Office of the Recorder of Deeds for Berks County, Pennsylvania, to secure a Note (the “Note”) with a principal balance of \$275,702.00. True and correct copies of the Mortgage, Assignment of Mortgage, and Note are attached hereto as Exhibits “A”, “B” and “C”, respectively.

4. Debtor executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Movant, has been duly endorsed or Movant, directly or through an agent, has

possession of the promissory note and may enforce the promissory note as a transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust. If the original promissory note is lost or destroyed, then Movant will seek to prove the promissory note using a lost note affidavit.

5. The Contract requires monthly payments of \$2,177.54, current annual interest rate is 3.750%.

6. The total debt on the Mortgage and Note as of January 8, 2025, was \$377,293.48. The total pre-petition arrears due at the Petition Date was \$114,669.70. These amounts will be outlined in Movant's Proof of Claim that will be filed prior to the bar date.

7. Debtor's Chapter 13 Plan filed February 5, 2025, list Movant's pre-petition arrears at \$107,796.00.

8. The Debtor's Chapter 13 Plan fails to cure Movants pre-petition and properly treat Movant's Proof of Claim as filed and therefore fails to comply with 11 U.S.C. § 1322.

WHEREFORE, Movant, Servbank, SB Servicer for TLYNX WHOLE LOAN AQN LLC, respectfully requests that this Honorable Court deny confirmation of the Debtor's Chapter 13 Plan.

Dated: February 17, 2025

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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